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County of Ventura and Ventura County  
7 Sheriff Geoff Dean

8  
9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 Guadalupe Raya, individually and as  
12 Successor in Interest,

13 Plaintiff,

14 vs.

15 County Of Ventura, Ventura County  
Sheriff Geoff Dean, California Forensic  
16 Medical Group, Incorporated,  
Geronimo Soloranzo, and DOES 1  
17 through 100, inclusive,

18 Defendants.  
19  
20

Case No. CV 15-07673 CBM (JCx)

Magistrate Judge Jacqueline Chooljian

**PROTECTIVE ORDER RE  
CONFIDENTIAL MATERIALS**

**[CHANGES MADE BY COURT TO  
PARAGRAPHS 18 AND 24]**

21 Having reviewed and considered the Parties' Stipulation for Protective  
22 Order governing Confidential Information produced during discovery, good cause  
23 showing therein, IT IS SO ORDERED:

24 1. Plaintiff. Plaintiff is Guadalupe Raya (hereinafter "Plaintiff").

25 2. Defendants. Defendants are County of Ventura, Ventura County  
26 Sheriff Geoff Dean (hereinafter "County Defendants"), California Forensic  
27 Medical Group (hereinafter "Defendant CFMG") and Geronimo Solorzano (who  
28 has not filed a responsive pleading in this matter).

1 Plaintiff and all Defendants currently before the court are collectively  
2 referred to hereinafter as “the Parties”.

3 3. Disclosing Party. Disclosing Party shall refer to County Defendants.

4 4. Receiving Party. The Receiving Parties are the Plaintiff and  
5 Defendant CFMG and their agents as set forth in Paragraph Nos. 17 and 18 of this  
6 Protective Order.

7 5. Case Summary. This case arises from Plaintiff’s allegations that  
8 Defendants violated her rights and those of Plaintiff’s decedent, Edgar  
9 Solorzano, based on the May 25, 2015 suicide by Plaintiff’s decedent while an  
10 inmate at the Ventura County Jail.

11 6. Good Cause Statement and Confidential Materials. County  
12 Defendants anticipate that during discovery in this action they will exchange  
13 documents, items, or materials and other information that contain sensitive and  
14 confidential information that derives actual or potential value from not being  
15 generally known to the public and are the subject of reasonable efforts to maintain  
16 their confidentiality. Defendants believe, in good faith, that these documents  
17 and/or writing are protected by the Official Information Privilege, the right to  
18 privacy guaranteed in Federal Constitution, First Amendment and California  
19 Constitution, Article I, Section I, and various California Government, Penal, and  
20 Evidence Code sections, and thus protected from disclosure. This will be  
21 accomplished by affixing to such document or writing a legend, such as  
22 “CONFIDENTIAL” or “CONFIDENTIAL – SUBJECT TO PROTECTIVE  
23 ORDER” or words of similar effect. Documents and writings so designated,  
24 hereinafter, collectively, (“Confidential Information”), shall be treated in  
25 accordance with the terms of this stipulation/protective order. Documents,  
26 writings and things to be designated as such, include the following:

27 a) Any material relating to the criminal investigation of the May  
28 25, 2015 incident involving Plaintiff’s decedent at the Ventura County Jail;

1                   b) Any material relating to the housing of Plaintiff's decedent at  
2 the Ventura County Jail;

3                   c) Any material containing sensitive and/or private information  
4 regarding third parties housed at the Ventura County Jail at or near the time  
5 of the incident.

6                   d) Any policy and procedure manuals pertaining to the housing  
7 of inmates at the Ventura County Jail.

8           7. Interests In Favor Of Protective Order. This Order is necessary to  
9 expedite discovery, while maintaining confidential and private information of  
10 Defendants and third parties, and it is necessary to protect parties or persons from  
11 annoyance, embarrassment, oppression, or undue burden or expense. Further,  
12 disclosure of such information without a protective order may compromise the  
13 safety of third parties.

14           8. Stipulation. The Parties are entering into this Stipulation for  
15 Protective Order to protect against any improper disclosure or risk of  
16 circumvention of law that might result from disclosure of sensitive and  
17 confidential information as described in this Order. To informally resolve this  
18 discovery matter, the Parties have agreed to this Stipulation for Protective Order  
19 that carefully limits the use and dissemination of the Confidential Information.

20           9. Confidential Information. This Protective Order shall apply to all  
21 Confidential Information, produced by Disclosing Party to the Receiving Party.  
22 The Confidential Information may be contained in originals and copies of  
23 relevant interrogatory responses obtained from Disclosing Party in this matter;  
24 originals and copies of relevant documents responsive to requests for production  
25 of documents obtained from the Disclosing Party in this matter; and originals and  
26 copies of transcripts, video recordings, and audio recordings of any deposition  
27 taken in this matter during which the Confidential Information is used,  
28 mentioned, reviewed, discussed, and/or referred to. The Confidential Information

1 shall be subject to this Protective Order as follows:

2       10. Storage Of Confidential Information. Immediately upon production  
3 by the Disclosing Party, attorneys for the Receiving Party shall personally secure  
4 and maintain the Confidential Information in their possession. The Confidential  
5 Information shall not, under any circumstances, be left in an open or unsecured  
6 location where unauthorized persons (such as unauthorized employees of counsel,  
7 cleaning personnel, etc.) might have access to them.

8       11. Confidential Information Legend. All documents containing  
9 Confidential Information shall be stamped "CONFIDENTIAL" or  
10 "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER" or words of similar  
11 effect. Such stamp shall not obscure the document.

12       12. Limitation Of Use Of Confidential Information. Attorneys for the  
13 Receiving Party shall not cause or knowingly permit disclosure of the contents of  
14 the Confidential Information, in any manner, including orally, beyond the  
15 disclosure permitted under the terms and conditions of this Order. Any such  
16 disclosure shall be construed as a violation of this Order, except when used for  
17 purposes of this litigation as described in Paragraph Nos. 15 and 16 of this  
18 Protective Order.

19       13. Testimony Regarding The Confidential Information. In the case of  
20 depositions, any party may designate all or any portion of the deposition  
21 testimony given regarding the Confidential Information in this litigation as  
22 Confidential Information orally during the deposition. Any questions intended to  
23 elicit testimony regarding the contents of the Confidential Information shall be  
24 conducted only in the presence of persons authorized to review the Confidential  
25 Information as provided in this Order. Any deposition transcript containing  
26 such questions and testimony shall be subject to the same protections and  
27 precautions applicable to the Confidential Information. During any depositions,  
28 witnesses, along with their attorneys, may review Confidential Information only

1 where disclosure is reasonably necessary provided: (1) the deposing party  
2 requests that the witness sign the written statement set forth in Paragraph No. 18  
3 below; and (2) they will not be permitted to keep any confidential information  
4 reviewed. Pages of transcribed deposition testimony or exhibits to depositions  
5 that reveal Confidential Information may be separately bound by the court  
6 reporter and may not be disclosed to anyone except as permitted under this  
7 Stipulated Protective Order.

8 14. Inadvertent Disclosure. If the Disclosing Party inadvertently  
9 produces any Confidential Information without designating it as such, it may be  
10 remedied by (1) promptly notifying the other parties of the error; and (2)  
11 providing a substitute copy of the Confidential Information with a proper legend.  
12 In that event, the Receiving Parties who have obtained inadvertently produced  
13 undesignated Confidential Information will: (1) return the previously produced  
14 Confidential Information and destroy all copies thereof; and (2) if the Receiving  
15 Party has already disseminated the Confidential Information to any person, the  
16 Receiving Party will notify all such persons the information was disseminated to  
17 the Confidential Information in writing of the need to return such Confidential  
18 Information and not to further disseminate it. This provision applies to any and  
19 all Confidential Information produced to the Receiving Party.

20 15. Limitations On The Non-Litigation Use Of Confidential  
21 Information. The confidentiality of the Confidential Information received from  
22 Defendants during discovery in this action shall be maintained, and all  
23 Confidential Information exchanged will be used solely for the litigation of this  
24 entitled action. Specifically, the Receiving Party may not use such documents,  
25 records, or other information (or the contents thereof) for any other purpose,  
26 including use as background material, or for inclusion in books, magazines,  
27 newspapers, or other publications. The Receiving Party is prohibited from  
28 placing any of the Confidential Information on the Internet.

1           16. Court Filings. If necessary in the judgment of attorneys for  
2 Receiving Party, said attorneys may show or reveal the contents of the  
3 Confidential Information to the court only pursuant to Local Rule 79-5 or Ninth  
4 Circuit Rule 27-13. Good Cause must be shown for any under seal filing. If a  
5 party's request to file Protected Material under seal is denied by the Court, then  
6 the Receiving Party may file the information in the public record unless otherwise  
7 instructed by the Court. Receiving Party will inform the Court and Parties of any  
8 Confidential Information it intends to present during trial so appropriate measure  
9 may be considered by the Court that may be necessary to protect the Confidential  
10 Information. Receiving Party's presentation of Confidential Information during  
11 trial will not require compliance with the written consent as set forth in Paragraph  
12 No. 18 below.

13           17. Other Persons Authorized To Review Confidential Information. The  
14 Receiving Parties' attorneys of record may review copies of the Confidential  
15 Information covered by this Order. Also, Defendants, including officers,  
16 directors, employees, authors of documents containing Confidential Information,  
17 and experts thereof may be permitted to review the Confidential Information. In  
18 addition, in the course of this litigation, it may become necessary for Confidential  
19 Information to be disclosed to the Court and its personnel, court reporters and  
20 their staff, along with any mediator or settlement officer, and their supporting  
21 personnel, mutually agreed upon by any of the parties engaged in settlement  
22 discussions. Additionally, expert witnesses and other individuals and entities that  
23 may be employed or retained by the Receiving Party to assist in the preparation  
24 and/or the litigation of this action may be permitted to see originals and obtain  
25 copies of the Confidential Information covered by this Order, provided such  
26 experts and employees have first executed the written statement set forth in  
27 Paragraph No. 18 below, and comply with the provisions of that section.  
28 Moreover, professional jury or trial consultants, mock jurors and professional

1 venders to whom disclosure is reasonably necessary for this action may be  
 2 permitted to review Confidential Information covered by this Order, provided  
 3 such individuals have first executed the written statement set forth in Paragraph  
 4 No. 18 below, and comply with the provisions of that section. Counsel for  
 5 Receiving Parties shall insure the enforcement of this protective order on their  
 6 office staff, including, but not limited to, paralegals and secretaries. The Parties'  
 7 attorneys may review the Confidential Information with the Parties they represent  
 8 subject to the limitations set forth in Paragraph 19.

9 18. Applicability Of Order To Other Persons. Prior to the disclosure of  
 10 any Confidential Information to any person described above, **other than the**  
 11 **Court and Court personnel**, attorneys for the Receiving Party who seek to use  
 12 or disclose such Confidential Information shall first provide any such person with  
 13 a copy of this Order, and shall cause him or her to execute the following  
 14 acknowledgment:

15  
 16 "I, \_\_\_\_\_, do solemnly swear  
 17 that I am fully familiar with the terms of the Stipulated  
 18 Protective Order entered in this action and hereby agree to  
 19 comply with and be bound by the terms and conditions of the  
 20 said Order with respect to the handling, use and disclosure of  
 21 each Confidential Document. I understand that I may be  
 22 subject to penalties for contempt of Court if I violate this Order  
 23 and hereby consent to the jurisdiction of said Court for  
 24 purposes of enforcing this Order.

25 Dated: \_\_\_\_\_ /s/ \_\_\_\_\_"

26 This written requirement applies to, but is not limited to, expert witnesses and  
 27 other individuals and entities that may be employed or retained by the Receiving  
 28 Party's counsel to assist in the preparation and/or the litigation of this action, and



1 includes all individuals identified in Paragraphs 13 and 17 above, **other than the**  
2 **Court and Court personnel**. The Receiving Party shall be responsible for  
3 maintaining the signed original of each such written statement until the  
4 conclusion of these proceedings, including any appeal.

5 19. Plaintiff's Possession of Materials. Plaintiff may not have  
6 possession of any Confidential Information, or material derived therefrom.  
7 Further, Plaintiff's attorneys or agents may not show, reveal, or communicate to  
8 Plaintiff or, in any other way, share with Plaintiff any of the Defendants' personal  
9 identification information, including, but not limited to, addresses, phone  
10 numbers, and family relations.

11 20. No waiver of objections. Nothing in this Stipulation and Order  
12 constitutes any decision by the Court concerning discovery disputes or the  
13 admission into evidence of any specific document or testimony or liability for  
14 payment of any costs of production or reproduction of documents. This Order  
15 also does not constitute a waiver by any party of any right to object to discovery  
16 or admission into evidence of any document, record, testimony or other  
17 information that is subject to this Order. Nor do Defendants waive any privileges,  
18 including, but not limited to, the investigatory files or official information  
19 privileges, *see, e.g., Weiner v. FBI*, 943 F.2d 972, 985 (9th Cir. 1991), or *Miller v.*  
20 *Pancucci*, 141 F.R.D. 292 (C.D. Cal. 1992), by entering into this stipulation.

21 21. Subpoena for Confidential Information. In the event that the  
22 Receiving Party receives a subpoena, discovery request, or other legal process  
23 seeking production of Confidential Information, the Receiving Party must give  
24 prompt written notice to the Disclosing Party. The Receiving Party shall inform  
25 the person or entity seeking the information of the existence of this Stipulation  
26 and Order and shall not produce the Confidential Information absent a Court  
27 Order requiring such production.

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1           22.   Modification. For good cause, any party may seek a modification of  
2 this Order, first by attempting to obtain the consent of the other parties to such  
3 modification, and then, absent consent, by application to this Court.

4           23.   Challenging Confidential Designation. Receiving Party shall initiate  
5 the dispute resolution process by providing written notice of each designation it is  
6 challenging and describing the basis for each challenge. The written notice must  
7 recite that the challenge to confidentiality is being made in accordance with this  
8 paragraph of the Protective Order. The Parties shall attempt to resolve each  
9 challenge in good faith and must begin the process by conferring within 14 days  
10 of the date of service of notice. In conferring, Receiving Party must explain the  
11 basis for its belief that the confidentiality designation was not proper and must  
12 give Defendants an opportunity to review the designated material, to reconsider  
13 the circumstances, and, if no change in designation is offered, to explain the basis  
14 for the chosen designation. Receiving Party may seek judicial intervention only  
15 after engaging in this meet and confer process. Local Rule 37 must be followed  
16 in presenting a dispute to the Court.

17           24.   Return of Confidential Information. No more than thirty (30)  
18 calendar days after the conclusion of this case the Receiving Party and every  
19 other person and/or entity who received originals or copies of the Confidential  
20 Information, **other than the Court/Court personnel**, shall return all originals,  
21 copies of the Confidential Information, and material derived therefrom, including,  
22 but not limited to, all log(s) of persons authorized to review the protected  
23 documents and the written statement(s) acknowledging the terms and provisions  
24 of this Order pursuant to Paragraph No. 18 of this Order, to the Disclosing Party  
25 care of:

26 ///

27 ///

28 ///

1 Paul B. Beach, Esq.  
 2 James S. Eicher Jr., Esq.  
 3 Lawrence Beach Allen & Choi, PC  
 4 100 West Broadway, Suite 1200  
 Glendale, California 91210-1219

5 Alternatively, the Receiving Party and every other person and/or entity  
 6 who received originals or copies of the Confidential Information, **other than the**  
 7 **Court/Court personnel**, may destroy all such material and material derived  
 8 therefrom within thirty (30) calendar days after the conclusion of this case.  
 9 Additionally, within thirty (30) calendar days after the conclusion of this case,  
 10 counsel for the Receiving Party shall send a signed declaration stating that such  
 11 material has been destroyed pursuant to this Protective Order. This case has  
 12 concluded when (i) a final judgment has been entered by the Court or the case has  
 13 otherwise been dismissed with prejudice; (ii) the time for any objection to or  
 14 request for reconsideration of such a judgment or dismissal has expired; (iii) all  
 15 available appeals have concluded or the time for such appeals has expired; (iv)  
 16 any post-appeal proceedings have themselves concluded; or (v) after payment of  
 17 monies due, if any, to Plaintiff and/or his attorneys, whether via judgment,  
 18 settlement or otherwise.

19 25. Survivability Of This Protective Order. This Stipulation and  
 20 Protective Order shall survive the termination of this action, and the Court shall  
 21 retain jurisdiction to enforce it.

22 IT IS SO ORDERED.

23  
 24 Dated: January 4, 2016 \_\_\_\_\_ /s/  
 25 Honorable Jacqueline Chooljian  
 26 United States Magistrate Judge  
 27  
 28